

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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THE ROYAL PROMOTION GROUP, INC., CIVIL ACTION

Plaintiff,

Case No. 08-CV-05541 (VM)

- against -

ANSWER AND COUNTERCLAIM

10MINMANICURE LLC,

Defendant.

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Defendant, by its attorneys, Heller, Horowitz & Feit, P.C., for its Answer to the Complaint, alleges:

1. Denies each and every allegation contained in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Admits the allegations contained in paragraph 3 of the Complaint.
4. Denies each and every allegation contained in paragraph 4 of the Complaint.
5. Admits the allegations contained in paragraph 5 of the Complaint.
6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint.
7. Admits the allegations contained in paragraph 7 of the Complaint.
8. Denies each and every allegation contained in paragraphs 8, 9, 10, 12, 14 and 16 of the Complaint, except admits that defendant agreed to pay plaintiff based on

certain price quotations and that defendant has not paid plaintiff the full amount demanded by plaintiff.

AS AND FOR A FIRST
AFFIRMATIVE DEFENSE

9. The amount demanded by plaintiff includes amounts that have previously been paid by the defendant for the goods and services which are the subject of this action.

AS AND FOR A SECOND
AFFIRMATIVE DEFENSE

10. Upon information and belief, plaintiff has not incurred all of the costs for which it has billed defendant.

AS AND FOR A THIRD
AFFIRMATIVE DEFENSE

11. Plaintiff has failed to perform the work which it agreed to do for defendant and/or it has performed such work in an incomplete and inadequate manner, and defendant is therefore in breach of the agreement between the parties.

AS AND FOR A
FIRST COUNTERCLAIM

12. Plaintiff agreed to perform work for and deliver goods, to defendant at various locations throughout the United States and Canada.

13. In breach of its agreement, plaintiff has failed to perform its work for defendant in a complete and adequate manner, and as a result, defendant has had to incur, and it will continue to incur substantial additional expenses, which it would not otherwise have had to do, had plaintiff performed as agreed.

14. By reason of the foregoing, defendant has been damaged in an amount not as yet ascertained.

WHEREFORE, defendant demands judgment dismissing the Complaint and awarding it damages on its counterclaim, in a amount to be ascertained by the Court, together with interest and the costs of this action.

Dated: New York, New York
July 28, 2008

HELLER, HOROWITZ & FEIT, P.C.

By: _____/s/_____
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